

**FIRST AMENDMENT
TO PURCHASE AND SALE OF GOODS AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to **Purchase and Sale of Goods Agreement** is made and entered into this **16th day of August, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Evans Oil Company, Inc.** (the “Contractor”).

W I T N E S S E T H

WHEREAS, the City and the Contractor entered into that certain **Agreement** dated **October 20, 2004**, that **City Council by Resolution 04-10617**, approved with **Evans Oil Company, Inc. for the purchase of gasoline and diesel fuel expiring on September 30, 2005, with the option of two one-year renewal periods.** (the “Original Agreement”) for the City of Naples(‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. The scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional services by the Contractor **for the purchase of additional gasoline and diesel fuel for the City of Naples in an amount of \$261,503.00 and extending the Agreement Period for FY 2005/06 (the ‘Project’).**
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same

instrument.

IN WITNESS WHEREOF, the City and the Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

EVANS OIL COMPANY, INC.

witness

By: _____

Name: _____

Title: _____

Amendment to agreement

RE: **BID No. 03-3527 -- "Gasoline & Diesel Fuel"**

Dear Commissioners:

The undersigned, as bidder, hereby declares that he has examined the specifications and informed himself fully in regard to all conditions pertaining to furnishing and delivering Gasoline & Diesel Fuel per the attached specifications. The Bidder further declares that the only persons, company or parties interested in this Proposal or the Contract to be entered into as principals are named herein; that this Proposal is made without connection with any other person, company or companies submitting a Bid or Proposal; and it is all respects fair and in good faith, without collusion or fraud.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the County to furnish work in full, in complete accordance with the attached specifications, according to the following unit prices:

Product Type	Order Quantity	Port Location	Vendor Markup or Discount* Amount
Unleaded Regular 87 AKI	Transport		\$.0250
Unleaded Midgrade 89 AKI	Transport		\$.0175
Unleaded Premium 93 AKI	Transport		\$.0100
Unleaded Regular 87 AKI	Tank Wagon		\$.0800
Unleaded Midgrade 89 AKI	Tank Wagon		\$.0800
Unleaded Premium 93 AKI	Tank Wagon		\$.0800
Combined ** Regular 87 AKI/Diesel	Transport		\$.0250
Combined ** Midgrade 89 AKI/Diesel	Transport		\$.0175

Combined ** Premium 93 AKI/Diesel	Transport		\$.0100
Diesel #2 Low Sulfer	Transport		\$.0300
Diesel #2 High Sulfer	Transport		\$.0300
Diesel #2 Low Sulfer	Tank Wagon		\$.0800
Diesel #2 High Sulfer	Tank Wagon		\$.0800

*Discounts are to be indicated by use of parenthesis (.xxxx).

**Transports carrying both Unleaded and Diesel Fuel.

Any discounts or terms must be shown on the Proposal Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: % Days; Net 30 Days

Addenda received (if applicable): #1 #2 #3

IN AN AMOUNT NOT-TO-EXCEED \$261,503.00